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BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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T.R.A. DOCKET ROOM
April 23, 2003

Guy M. Hicks
General Counsel

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VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and SoloXtra Telecom, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-00276

Dear Chairman Kyle:

On April 11, 2003, pursuant to Section 252(e) of the Telecommunications Act of 1996, SoloXtra Telecom, Inc. and BellSouth Telecommunications, Inc. filed a Petition for Approval of the Resale Agreement. It has since been discovered that page 1 of the General Terms and Conditions was inadvertently omitted from the filing and page 59 was printed incorrectly. Attached are fifteen copies of these pages.

We apologize for any inconvenience and thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks



GMH/dt

Enclosure

cc: Vice President – Compliance Officer, SoloXtra Telecom, Inc.

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and SoloXtra Telecom, Inc. (fka Solo Communications, Inc.), “SoloXtra” a Tennessee corporation, and shall be deemed effective the Effective Date, as defined herein. This Agreement may refer to either BellSouth or SoloXtra or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, SoloXtra is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, SoloXtra wishes to resell BellSouth’s telecommunications services and other services; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and SoloXtra agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each of BellSouth’s nine-state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also

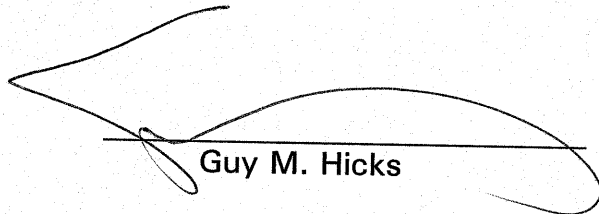
| RESALE DISCOUNTS AND RATES - Tennessee | | | | | | | | | | | | | |
|---|---|---------|------|-----|--------|-----------|--------------|----------|-------|--------------|------------|---------------|------------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES(\$) | | | | | | Attachment: 1 | Exhibit: E |
| | | | | | | Rec | Nonrecurring | First | Add'l | Nonrecurring | Disconnect | SOME C | SOMAN |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | |
| | Residence % | | | | | 16.00 | | | | | | | |
| | Business % | | | | | 16.00 | | | | | | | |
| | CSave % | | | | | 16.00 | | | | | | | |
| OPERATIONAL SUPPORT SYSTEMS (OSS) RATES | | | | | | | | | | | | | |
| | Electronic LSR | | | | SOME C | 3.50 | | 3.50 | | 3.50 | | | |
| | Manual LSR | | | | SOMAN | 19.99 | | 19.99 | | 19.99 | | | |
| SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCRLCC) | | | | | | | | | | | | | |
| | Selective Routing Per Unique Line Class Code Per Request Per Switch | | | | | | | | | | | | |
| DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE | | | | | | | | | | | | | |
| | Recording of DA Custom Branded Announcement | | | | | 179.80 | | 179.80 | | | | | |
| | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | 1,555.00 | | 1,553.00 | | 7.03 | 7.03 | | |
| DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE | | | | | | | | | | | | | |
| | Loading of DA per Switch per OCN (1 OCN per Order) | | | | | 240.71 | | 240.71 | | | | | |
| OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE | | | | | | | | | | | | | |
| | Recording of Custom Branded OA Announcement | | | | | 420.00 | | 420.00 | | | | | |
| | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | 16.00 | | 16.00 | | | | | |
| | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | 1,555.00 | | 1,555.00 | | | | | |
| OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE | | | | | | | | | | | | | |
| | Loading of OA Custom Branded Announcement per Switch per OCN | | | | | 240.71 | | 240.71 | | | | | |
| OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | |
| | Loading of OA per OCN (Regional) | | | | | 1,200.00 | | 1,200.00 | | | | | |
| OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | |
| | ODUF: Recording, per message | | | | N/A | 0.0000044 | | | | | | | |
| | ODUF: Message Processing, per message | | | | N/A | 0.0027366 | | | | | | | |
| | ODUF: Message Processing, per Magnetic Tape provisioned | | | | N/A | 52.75 | | | | | | | |
| ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | |
| | ODUF: Data Transmission (CONNECT/DIRECT), per message | | | | N/A | 0.0000339 | | | | | | | |
| | EODUF: Message Processing, per message | | | | N/A | 0.004 | | | | | | | |

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Resale Agreement on the following via United States Mail on the 23 day of April, 2003.

SoloXtra Telecom, Inc.
Vice President – Compliance Officer
P.O. Box 30727
Memphis, Tennessee 38130



Guy M. Hicks